

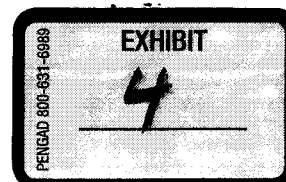
AMENDED AND RESTATED

ENTRANCE FEE NOTE

This Amended and Restated Entrance Fee Note (the "Note") is made as of September 30, 2002 (the "Effective Date") by CC-Lake, Inc. ("Maker") in favor of John and Elizabeth Finzer (collectively, "You" or "Resident"). Maker and Resident are parties to a Continuing Care Residency Agreement (the "Residency Agreement") related to Classic Residence by Hyatt at the Glen, Glenview, Illinois (the "Community"). This Note is Appendix C to the Residency Agreement. Terms not otherwise defined herein shall have the meanings set forth in the Residency Agreement.

On the Effective Date, Resident paid to Maker an Entrance Fee in the amount of \$723,800, which is intended to be a loan (the "Entrance Fee Loan"). Maker issued to Resident an Entrance Fee Note (the "Original Note") in connection with the Entrance Fee Loan. Maker and Resident desire to amend and replace the Original Note with this Amended and Restated Entrance Fee Note. Resident has surrendered the Original Note to Maker, and Maker hereby issues this Note to Resident.

Upon termination of the Residency Agreement, Maker will repay the Entrance Fee Loan to Resident, less (a) a charge of two percent (2%) of the Entrance Fee for each month or part thereof (a month meaning a thirty-day period) from the Occupancy Date through the termination date, up to a maximum charge of ten percent (10 %), and (b) all Monthly Fees, Miscellaneous Expenses and Deferred Charges owed by You as of the termination. The repayment will be made within 120 days of the date You surrender possession of Your Home or Your occupancy at the Community in the condition required under the Residency Agreement (unless sooner required under Section VII.E. of the Residency Agreement or any other agreement entered into between You and Maker).



Payments shall be made to You at Your Home, unless you otherwise direct Maker in writing.

Prior to the repayment date above (the "Due Date"), the Entrance Fee Loan shall not bear interest. Any amount not paid on the Due Date shall thereafter bear interest at a rate of ten percent (10%) per annum. Any notice issued pursuant to this Note shall be sent as set forth in the Residency Agreement.

This Note is nonnegotiable. Maker may prepay the Entrance Fee Loan at any time without penalty.

All of the terms of the Original Note shall continue, except as specifically amended and restated hereby. This Amended and Restated Entrance Fee Note does not extinguish the outstanding indebtedness and is not intended to be a substitution or novation of the original indebtedness.

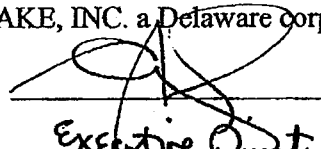
IN WITNESS WHEREOF, Maker has executed this Note as of the Effective Date.

MAKER:

CC-LAKE, INC. a Delaware corporation

By: _____

Its: _____


Executive Director